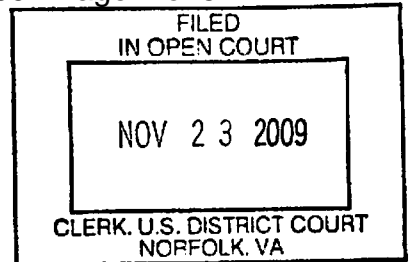


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division



UNITED STATES OF AMERICA

v.

WAYNE MARLON BENEDIC LEZAMA,

Defendant.

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CRIMINAL NO. 2:09cr162

STATEMENT OF FACTS

If this were to proceed to trial the evidence presented by the United States would establish the following beyond a reasonable doubt:

1. From in or about August 2005 and continuing up until January 2007, in the Eastern District of Virginia, WAYNE MARLON BENEDIC LEZAMA, the defendant herein, devised and intended to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false, fraudulent and fictitious pretenses, representations and promises.

2. The object of said scheme was to obtain mortgage financing to purchase real estate throughout the areas of southeastern Virginia including the cities of Norfolk, Hampton, Virginia Beach, Chesapeake and Suffolk. The property would be purchased in the name of WAYNE MARLON BENEDIC LEZAMA or a nominee buyer.

3. On or about the following dates WAYNE MARLON BENEDIC LEZAMA or the nominee buyer entered into real estate purchase agreements to purchase the following properties:

[Handwritten initials]
[Handwritten initials]

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Property Address	Sale Price	Date of Purchase	Original Loan Amount	Original Lender
892 Los Colonis Drive Virginia Beach, VA	\$790,000.00	8/2005	\$632,000.00	Fremont Investment and Loan
			\$158,000.00	Fremont Investment and Loan
3020 Guenevere Drive Chesapeake, VA	\$155,000.00	9/2005	\$139,500.00	Fremont Investment and Loan
2820 Vincent Avenue Norfolk, VA	\$140,000.00	9/2005	\$126,000.00	Fremont Investment and Loan
			\$ 7,000.00	Fremont Investment and Loan
3929 Sunstream Parkway Virginia Beach, VA	\$165,000.00	11/2005	\$156,500.00	Option One Mortgage Corporation
			\$ 10,500.00	William David Timberlake
333 Syms Street Hampton, VA	\$428,000.00	1/2006	\$385,200.00	Fremont Investment and Loan
			\$ 21,400.00	Fremont Investment and Loan
534 Winward Drive Chesapeake, VA	\$303,300.00	2/2006	\$242,640.00	First National Bank of Arizona
			\$ 60,600.00	First National Bank of Arizona
320 Redbrick Drive Chesapeake, VA	\$315,000.00	5/2006	\$252,000.00	Baltimore American Mortgage Corporation
			\$ 47,250.00	Baltimore American Mortgage Corporation
1543 Crescent Pointe Lane Virginia Beach, VA	\$150,000.00	6/2006	\$120,000.00	Baltimore American Mortgage Corporation
			\$ 22,500.00	Baltimore American Mortgage Corporation

Property Address	Sale Price	Date of Purchase	Original Loan Amount	Original Lender
6203 Hampton Boulevard Norfolk, VA	\$489,000.00	7/2006	\$391,200.00	Met America Mortgage Bankers
			\$ 97,800.00	Met American Mortgage Bankers
7400 Hedgewood Lane Norfolk, VA	\$500,000.00	8/2006	\$400,000.00	Diversified Mortgage
3057 Kenelm Drive Chesapeake, VA	\$210,000.00	12/2006	\$189,000.00	Fremont Investment and Loan

4. WAYNE MARLON BENEDIC LEZAMA in order to obtain mortgage financing utilized ^{WBD} ~~provided~~ materially false and fraudulent financial information to purchase these properties regarding down payments, monthly income and liquid assets. WAYNE MARLON BENEDIC LEZAMA would deposit funds into the account of the nominee buyer to create the false impression to mortgage companies the buyer had readily available funds for the down payment. The defendant would then withdraw these funds from the account after the nominee buyer was approved for the mortgage loan.

5. In order to obtain approval for the mortgage financing the nominee buyer was provided by WAYNE MARLON BENEDIC LEZAMA fraudulent gift letter in the amount of \$25,000.00. The gift letter was to be used toward the purchase of 320 Redbrick Drive, Chesapeake, Virginia and a second fraudulent gift letter was to be used toward the purchase of 1543 Crescent Pointe Lane, Virginia Beach, Virginia.

6. The nominee signed false and fraudulent loan applications and HUD-1 Settlement Statements representing a down payment. Based on the materially false statements and



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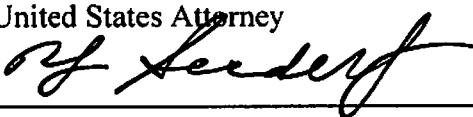
documents the mortgage companies agreed to fund the various loans. WAYNE MARLON BENEDIC LEZAMA would negotiate contract prices for the sale of the properties in excess of the listing price and thereafter utilize the excess funds for financial gain.

7. WAYNE MARLON BENEDIC LEZAMA was arrested on a criminal complaint charging wire fraud, in violation of 18 U.S.C. § 1343. After his arrest, agents of the Federal Bureau of Investigation advised him of his Miranda rights. The defendant waived his rights and made a statement admitting his role in utilizing the fraudulent gift letters to obtain mortgage financing.

8. On or about May 19, 2006, in the Eastern District of Virginia, WAYNE MARLON BENEDIC LEZAMA, for the purpose of executing the aforesaid scheme and artifice to defraud did knowingly and willfully cause the transmission in interstate commerce by means of wire communication certain writings, signs, and signals, to wit: the facsimile of a fraudulent gift letter in the amount of \$25,000.00 from Hampton Roads Mortgage in Virginia Beach, Virginia to Baltimore American Mortgage Corporation in the state of Maryland. This conduct constitutes wire fraud as alleged in Count One of the Indictment.

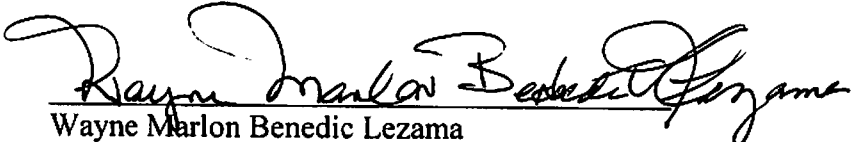
Neil H. MacBride
United States Attorney

By:

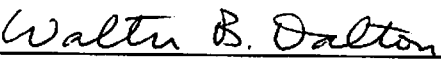

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After consulting with my attorney and pursuant to the plea agreement entered into this day between the defendant, WAYNE MARLON BENEDIC LEZAMA, and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.


Wayne Marlon Benedic Lezama
Defendant

I am Wayne Marlon Benedic Lezama's attorney. I have carefully reviewed the above Statement of Facts with him. To my knowledge, his decision to stipulate to these facts is an informed and voluntary one.


Walter B. Dalton, Esq.
Attorney for Wayne Marlon Benedic Lezama


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